

STANDARD FORM 1449 (REV 4/2002)  
Prescribed by GSA  
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 41		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

## Section B - Supplies or Services and Prices

ADDITIONAL INSTRUCTIONS

1. This is a multiple award contract and award may be made to more than one quoter. This is also a requirements contract and delivery orders will be issued to the contractor who is available to perform and move the furnitures at the time it is required.
2. Do not round off prices in the amount column. Total amount should reflect the actual figures after the decimal point.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		
	FURNITURE MOVING				
	NAICS: 484210				
	SEE SECTION C: PERFORMANCE WORK STATEMENT				
	SPECIAL INSTRUCTIONS FOR ALL QUOTERS:				
	1. Quoters shall complete Technical Exhibit 4, Bid Schedule for pricing of each line item and submit with their quote.				
	2. Quotes shall reflect the TOTAL AMOUNT from the Bid Schedule on this Line Item.				
	To view complete Solicitation, please go to the following weblink:				
	<a href="http://www.riley.army.mil/Services/Fort/Contracting.asp">http://www.riley.army.mil/Services/Fort/Contracting.asp</a>				
	PURCHASE REQUEST NUMBER: DDFAES-5025-N091				

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		
	Contractor Manpower Reporting System				
	Refer to SECTION H for details.				
	ADDITIONAL INSTRUCTIONS: Contractor will be paid upon submission of report and provision of proof of said submission to be determined by the Government.				
	PURCHASE REQUEST NUMBER: DDFAES-5025-N091-0001				

Contract Type: FFP

FOB: Destination

## Section C - Descriptions and Specifications

PWS**FURNITURE MOVING****Performance Work Statement**

1. **Description of Services:** The required work will include the principal features listed below. The Contractor shall furnish all necessary management, personnel, materials, equipment, and transportation necessary to move furniture from one location to another location as determined by the Government, Fort Riley, Kansas. Technical Exhibit 1 (TE1) identifies the typical furniture to be moved by the contractor. Technical Exhibit 2 (TE2) identifies buildings which furniture will be removed from and returned to. Technical Exhibit 3 (TE3) identifies the estimated quantities of furniture by Building Number and Type. The Contractor shall plan, program, coordinate, estimate, and schedule resources to accomplish all furniture moving as specified.
2. **Movement of Furniture:** The contractor shall perform the following activities:
  - a. Remove furniture from buildings identified in TE2 and transport to Building 8380 for either storage or refinishing and place furniture as determined by the Contracting Officer.
  - b. Move furniture from Building 8380 to a building identified in TE2 and place furniture as determined by the Contracting Officer.
  - c. Remove furniture from a building identified in TE2 and transfer to a disposal site off the Fort Riley installation.
  - d. Move replacement furniture from either Building 8380 or Building 376 to a building identified in TE2 and place furniture as determined by the Contracting Officer.
3. **Furniture Moving Identification:** Furniture Management Operations (FMO) will identify which items of furniture (per building) will go to building 8380 for storage/refinishing, or to disposal site. Likewise, FMO will identify what type and quantity of furniture will be moved from either Building 8380 or Building 376 to an identified building listed in TE2. FMO will document items of furniture to be removed from a building and transported to storage/refinishing or disposal site, and moved from either Building 8380 or Building 376 to an identified building listed in TE2 and provide documented list of items to the Contractor.
4. **Furniture Handling:** The Contractor shall be responsible to protect all furniture while moving and transporting to another location. The contractor shall use appropriate protective material and/or equipment while moving and transporting furniture. The Contractor shall be liable for all damages to any furniture item while moving or transporting. The Contractor shall move and store refrigerators in an upright position.
  - 4.a. **Refrigerator Disposal:** FMO shall identify all non-serviceable refrigerators. The Contractor shall dispose of all non-serviceable refrigerators in an approved KDHE disposal site off the Fort Riley installation in accordance with local, state and federal regulations.
  - 4.b. **Furniture Disposal:** FMO shall identify all non-serviceable furniture items. The Contractor shall dispose of all non-serviceable furniture items in an approved KDHE disposal site off the Fort Riley installation.
5. **Furniture Disassembly and Assembly:** The Contractor shall disassemble wardrobes/wall lockers and beds prior to removal from the troop living quarters. The contractor shall reassemble wardrobes/wall lockers and beds completely inside the troop living quarters. Any furniture item that is not easily moved out of or into a troop living quarters or administrative area shall be completely or partially disassembled prior to removal and reassembled after moving in. New furniture shall be assembled in accordance with the manufacturers instructions and in the location determined by the Contracting Officer. All disassembly and assembly shall be performed professionally and conform to standard industry practices.

6. **Facility Liability:** The Contractor shall be liable for any damages to the buildings and grounds during work performance, and shall repair any damages to buildings or grounds and replace any damaged hardware/equipment to include, but not limited to, painted surfaces, ceilings, ceiling tile/grid, doors & accessories, flooring, structural items, window/door glass, wall fixtures/trim, bldg hardware, lawns, sidewalks, fencing, etc. All repairs and replaced hardware/equipment shall match existing. All repairs shall be in accordance with industry standards and local, state and federal codes. All repairs and replaced hardware /equipment shall be as approved by the Contracting Officer. The Contractor shall be responsible to reinstall any hardware/fixtures removed for the purposes of furniture moving.
7. **Workmanship and Building Security:** The performance of work shall conform to the standards specified in paragraphs 4, 5 and 6. While performing services in buildings during normal duty hours, work areas left unattended shall be protected with the necessary warning signage to protect occupants from possible safety hazards such as slipping and falling. While performing services in buildings after normal duty hours, the contractor shall maintain the physical security of the buildings. Keep doors closed and locked. Do not leave unoccupied buildings unattended or unsecured. Close and lock doors and windows and turn off lights upon completion of work. Any Government property damaged by the Contractor during work performance shall be repaired or replaced immediately by the Contractor at no expense to the Government. All repairs and replaced hardware /equipment shall match existing. All repairs and replaced hardware /equipment shall be as approved by the Contracting Officer. The Contractor shall be responsible for all clean up and removal of debris from the work site daily.
8. **Hours of Work:** The contractor shall be allowed to work other than normal working hours. Working hours available to the contractor shall include 24 hours per day, weekends and holidays. The contractor shall notify the Contracting Officer of the work hours they propose to follow for each building issued.
9. **Bids:** Lump sum bids shall be prepared for each line item of furniture. No partial or incomplete bids will be accepted.
10. **Furniture Items:** Technical Exhibit 1 (TE1) indicates furniture items that will be moved and is for informational purposes only. The Contractor shall be required to move all furniture identified by the government whether or not they are included in the TE1.
11. **Furniture Quantities:** Technical Exhibit 2 (TE2) indicates the estimated quantity of furniture items to be removed and replaced in buildings and is for informational purposes only. It is estimated that of the furniture items removed from a building, 30% shall be disposed of and 70% shall be moved to Building 8380 for storage/refinishing. As these percentages are rough estimates at best, actual percentages may vary. Technical Exhibit 3 (TE3) indicates the estimated quantities for each type of furniture item to be removed and replaced in buildings and is for informational purposes only. The information in TE3 is provided such that the contractor may estimate staffing and scheduling requirements to execute this performance work statement.
12. **Dumpsters:** The Contractor shall be responsible for providing dumpsters as required for disposal. The Contractor shall be responsible to identify a Kansas Department of Health & Environment (KDHE) approved disposal site off the Fort Riley installation.
13. **Submittal of Disposal Site:** The Contractor shall submit to the Contracting Officer 5 calendar days, prior to issuance of the 1<sup>st</sup> Delivery Order, of an approved KDHE disposal site where furniture items shall be disposed.
14. **Rate of Performance:** The rate of performance for a Barracks (BKS) type building shall not exceed five calendar days. The rate of performance for a Headquarters (HQ), Company Operations Facility (COF) or an Administration (AD) type building shall not exceed three calendar days.

15. **Schedule:** A tentative schedule of dates when furniture is moved out of a building and when the furniture is moved into a building is included in Technical Exhibit 2 (TE2). This is for informational purposes only and is subject to change to either an earlier or at a later date depending upon the completion of other ongoing work in these buildings.

## Section F - Deliveries or Performance

ADDITIONAL INFORMATION**IMPORTANT DELIVERY INFORMATION**

At the present time and until further notice ALL delivery trucks must enter Fort Riley, KS through the 12<sup>th</sup> Street entrance into Camp Funston. This is the **ONLY** entrance deliver trucks may use. You may access the 12<sup>th</sup> Street gate from KS Highway 18, North of the Kansas River bridge. If you are traveling on I-70, 12<sup>th</sup> Street is accessible from I-70 Exit 303. All Drivers and passengers must be prepared to present a valid Driver's License/photo ID, current vehicle registration, and proof of insurance.

**\*\* NOTE: NO DELIVERIES ARE ACCEPTED AFTER 3:30 PM (CST)**

**INVOICE REQUIREMENTS**

Please refer to **Contract Number#** on all correspondence, invoices, shipping documents, shipping labels and shipping containers.

Failure to follow this guidance **WILL RESULT IN DELAY OF PAYMENT.**

**PROPER INVOICE INFORMATION**

If the following information below **does not** appear on your invoice, the pay station will return your invoice for correction and payment will be delayed. **(See FAR Clause 52.212-4(g) Invoice)**

- (i) Name and address of vendor or contractor.
- (ii) Invoice date, invoice number, account number, and/or other identifying number agreed to by contract.
- (iii) Government contract number. Include delivery order number if applicable.
- (iv) Contract line item number (CLIN), description, price, quantity of goods and/or services rendered, unit of measure, unit price and extended price of the items delivered or services rendered.
- (v) Shipping information (unless mutually agreed that this information is only required in the contract). Include shipping number and date of shipment. If shipped on Government bill of lading, include the bill of lading number and weight of shipment.
- (vi) Payment terms (unless mutually agreed that this information is only required in the contract) Terms of any discount for prompt payment offered.
- (vii) Contact name, title and telephone number to notify in event of defective invoice.
- (viii) Other substantiating documentation or information required by the contract.

This information for submission of a proper invoice can be found at FAR clause 52.212-4 and the following web site: [http://www.access.gpo.gov/nara/cfr/waisidx\\_01/5cfr1315\\_01.html](http://www.access.gpo.gov/nara/cfr/waisidx_01/5cfr1315_01.html)

**You must be registered in the Central Contractor Registration (CCR) database and registration must be kept current.**

**VENDOR PAY INFORMATION**

- a. Any vendor wishing to check the status of invoices submitted for payment to DFAS Lawton-Ft Sill OPLOC may do so via www at it's site "DFAS Lane" at <http://www.dfas.mil>. The use of this service requires a contract number, a delivery order number (if applicable) and invoice number.
- b. Vendor Pay at DFAS Lawton-Fort Sill OPLOC also has a toll free telephone number. Vendors may call 1-888-445-5154 to reach Vendor Pay's Customer Service Section and also to request an Electronic Funds Transfer (EFT) form.





## Setion G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4000 ALTERNATE DISPUTES RESOLUTION

In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

## 52.000-4005 INVOICES AND PAYMENTS

- a. The Contractor shall submit an original invoice to:

**Public Works**  
**ATTN: Sandy Walker**  
**408 Pershing Ct**  
**Fort Riley, KS 66442**

Invoices shall cite the following: name of vendor; invoice date; the contract number; delivery order number, if applicable; vendor invoice number and/or account number; description, including contract line item number, sub line item number, price and quantity; shipping and payment terms; contact name, title and telephone number of point of contact of the vendor; and other substantiating documentation or information required by the contract, if applicable.

- b. Payment will be made by

**Army Contracting Agency**  
**Government Purchase Card (VISA)**  
**Fort Riley, KS 66442**

**Defense Finance and Accounting OPLOC-Lawton**  
**4700 Mowway**  
**Fort Sill, OK**

## 52.000-4014 WAGE DETERMINATION

U.S. Department of Labor Wage Determination(s)/Decision(s) 94-2213 REV (32) is/are incorporated into this solicitation and shall be applicable to any resultant contract.

94-2213 KS, TOPEKA

WAGE DETERMINATION NO: 94-2213 REV (32) AREA: KS, TOPEKA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2214

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-2213  
Revision No.: 32  
Date Of Revision: 07/21/2004

State: Kansas

Area: Kansas Counties of Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.15
01012 - Accounting Clerk II	11.49
01013 - Accounting Clerk III	13.34
01014 - Accounting Clerk IV	15.13
01030 - Court Reporter	13.34
01050 - Dispatcher, Motor Vehicle	14.93
01060 - Document Preparation Clerk	10.20
01070 - Messenger (Courier)	9.42
01090 - Duplicating Machine Operator	10.20
01110 - Film/Tape Librarian	11.75
01115 - General Clerk I	8.66
01116 - General Clerk II	9.72
01117 - General Clerk III	12.83
01118 - General Clerk IV	14.06
01120 - Housing Referral Assistant	14.83
01131 - Key Entry Operator I	9.62
01132 - Key Entry Operator II	10.47
01191 - Order Clerk I	10.67
01192 - Order Clerk II	12.10
01261 - Personnel Assistant (Employment) I	12.13
01262 - Personnel Assistant (Employment) II	13.64
01263 - Personnel Assistant (Employment) III	14.31
01264 - Personnel Assistant (Employment) IV	15.89
01270 - Production Control Clerk	16.70
01290 - Rental Clerk	11.11
01300 - Scheduler, Maintenance	11.54
01311 - Secretary I	11.08
01312 - Secretary II	13.34
01313 - Secretary III	14.83
01314 - Secretary IV	18.70
01315 - Secretary V	20.71
01320 - Service Order Dispatcher	11.75

01341 - Stenographer I	9.86
01342 - Stenographer II	11.08
01400 - Supply Technician	18.70
01420 - Survey Worker (Interviewer)	11.18
01460 - Switchboard Operator-Receptionist	11.12
01510 - Test Examiner	13.34
01520 - Test Proctor	13.34
01531 - Travel Clerk I	10.43
01532 - Travel Clerk II	10.98
01533 - Travel Clerk III	11.83
01611 - Word Processor I	12.27
01612 - Word Processor II	13.79
01613 - Word Processor III	15.93
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.10
03041 - Computer Operator I	10.80
03042 - Computer Operator II	15.33
03043 - Computer Operator III	16.29
03044 - Computer Operator IV	18.60
03045 - Computer Operator V	20.60
03071 - Computer Programmer I (1)	16.31
03072 - Computer Programmer II (1)	18.97
03073 - Computer Programmer III (1)	24.63
03074 - Computer Programmer IV (1)	26.51
03101 - Computer Systems Analyst I (1)	22.89
03102 - Computer Systems Analyst II (1)	25.87
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.18
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.44
05010 - Automotive Glass Installer	14.61
05040 - Automotive Worker	14.61
05070 - Electrician, Automotive	15.26
05100 - Mobile Equipment Servicer	13.40
05130 - Motor Equipment Metal Mechanic	15.85
05160 - Motor Equipment Metal Worker	14.61
05190 - Motor Vehicle Mechanic	15.85
05220 - Motor Vehicle Mechanic Helper	12.83
05250 - Motor Vehicle Upholstery Worker	14.03
05280 - Motor Vehicle Wrecker	14.61
05310 - Painter, Automotive	15.26
05340 - Radiator Repair Specialist	14.61
05370 - Tire Repairer	12.95
05400 - Transmission Repair Specialist	15.85
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.69
07010 - Baker	9.82
07041 - Cook I	9.63
07042 - Cook II	10.50
07070 - Dishwasher	7.38
07130 - Meat Cutter	12.66
07250 - Waiter/Waitress	7.52
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.36
09040 - Furniture Handler	12.56
09070 - Furniture Refinisher	16.36
09100 - Furniture Refinisher Helper	13.24
09110 - Furniture Repairer, Minor	15.06
09130 - Upholsterer	16.36
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.05
11060 - Elevator Operator	8.57
11090 - Gardener	11.43
11121 - House Keeping Aid I	7.38
11122 - House Keeping Aid II	8.55
11150 - Janitor	8.97

11210 - Laborer, Grounds Maintenance	11.26
11240 - Maid or Houseman	7.38
11270 - Pest Controller	12.93
11300 - Refuse Collector	9.42
11330 - Tractor Operator	10.92
11360 - Window Cleaner	10.59
12000 - Health Occupations	
12020 - Dental Assistant	11.04
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.71
12071 - Licensed Practical Nurse I	11.49
12072 - Licensed Practical Nurse II	12.90
12073 - Licensed Practical Nurse III	14.42
12100 - Medical Assistant	10.42
12130 - Medical Laboratory Technician	12.48
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.43
12222 - Nursing Assistant II	9.48
12223 - Nursing Assistant III	10.52
12224 - Nursing Assistant IV	11.67
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.02
12311 - Registered Nurse I	16.53
12312 - Registered Nurse II	20.23
12313 - Registered Nurse II, Specialist	20.23
12314 - Registered Nurse III	24.47
12315 - Registered Nurse III, Anesthetist	24.47
12316 - Registered Nurse IV	29.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	17.97
13011 - Exhibits Specialist I	14.52
13012 - Exhibits Specialist II	17.97
13013 - Exhibits Specialist III	22.14
13041 - Illustrator I	14.52
13042 - Illustrator II	17.97
13043 - Illustrator III	22.14
13047 - Librarian	20.00
13050 - Library Technician	12.02
13071 - Photographer I	11.57
13072 - Photographer II	12.95
13073 - Photographer III	16.04
13074 - Photographer IV	19.61
13075 - Photographer V	23.73
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.44
15030 - Counter Attendant	7.44
15040 - Dry Cleaner	9.54
15070 - Finisher, Flatwork, Machine	7.44
15090 - Presser, Hand	7.44
15100 - Presser, Machine, Drycleaning	7.44
15130 - Presser, Machine, Shirts	7.44
15160 - Presser, Machine, Wearing Apparel, Laundry	7.44
15190 - Sewing Machine Operator	10.18
15220 - Tailor	10.81
15250 - Washer, Machine	8.15
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.11
19040 - Tool and Die Maker	21.02
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.78
21020 - Material Coordinator	16.70
21030 - Material Expediter	16.70
21040 - Material Handling Laborer	12.52
21050 - Order Filler	11.11
21071 - Forklift Operator	13.51
21080 - Production Line Worker (Food Processing)	13.51

21100 - Shipping/Receiving Clerk	12.06
21130 - Shipping Packer	12.23
21140 - Store Worker I	10.03
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.50
21210 - Tools and Parts Attendant	13.51
21400 - Warehouse Specialist	13.51
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.06
23040 - Aircraft Mechanic Helper	14.23
23050 - Aircraft Quality Control Inspector	19.94
23060 - Aircraft Servicer	16.18
23070 - Aircraft Worker	16.84
23100 - Appliance Mechanic	18.11
23120 - Bicycle Repairer	12.95
23125 - Cable Splicer	23.06
23130 - Carpenter, Maintenance	16.22
23140 - Carpet Layer	17.34
23160 - Electrician, Maintenance	19.88
23181 - Electronics Technician, Maintenance I	18.99
23182 - Electronics Technician, Maintenance II	19.83
23183 - Electronics Technician, Maintenance III	20.58
23260 - Fabric Worker	16.37
23290 - Fire Alarm System Mechanic	18.83
23310 - Fire Extinguisher Repairer	15.24
23340 - Fuel Distribution System Mechanic	18.83
23370 - General Maintenance Worker	14.61
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.24
23430 - Heavy Equipment Mechanic	17.16
23440 - Heavy Equipment Operator	17.77
23460 - Instrument Mechanic	18.23
23470 - Laborer	9.97
23500 - Locksmith	18.11
23530 - Machinery Maintenance Mechanic	18.37
23550 - Machinist, Maintenance	15.85
23580 - Maintenance Trades Helper	12.83
23640 - Millwright	21.15
23700 - Office Appliance Repairer	18.11
23740 - Painter, Aircraft	18.11
23760 - Painter, Maintenance	17.29
23790 - Pipefitter, Maintenance	20.05
23800 - Plumber, Maintenance	19.31
23820 - Pneudraulic Systems Mechanic	18.83
23850 - Rigger	18.83
23870 - Scale Mechanic	17.34
23890 - Sheet-Metal Worker, Maintenance	22.54
23910 - Small Engine Mechanic	17.34
23930 - Telecommunication Mechanic I	22.76
23931 - Telecommunication Mechanic II	27.20
23950 - Telephone Lineman	22.01
23960 - Welder, Combination, Maintenance	15.85
23965 - Well Driller	18.83
23970 - Woodcraft Worker	18.83
23980 - Woodworker	15.24
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	11.88
24600 - Chore Aid	9.72
24630 - Homemaker	13.78
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.83
25040 - Sewage Plant Operator	18.11
25070 - Stationary Engineer	19.15
25190 - Ventilation Equipment Tender	14.40
25210 - Water Treatment Plant Operator	18.11
27000 - Protective Service Occupations	
(not set) - Police Officer	17.79

27004 - Alarm Monitor	10.76
27006 - Corrections Officer	13.87
27010 - Court Security Officer	15.53
27040 - Detention Officer	13.87
27070 - Firefighter	14.43
27101 - Guard I	10.85
27102 - Guard II	11.80
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.34
28020 - Hatch Tender	17.34
28030 - Line Handler	17.34
28040 - Stevedore I	16.37
28050 - Stevedore II	18.11
29000 - Technical Occupations	
21150 - Graphic Artist	18.32
29010 - Air Traffic Control Specialist, Center (2)	29.55
29011 - Air Traffic Control Specialist, Station (2)	20.53
29012 - Air Traffic Control Specialist, Terminal (2)	22.56
29023 - Archeological Technician I	13.83
29024 - Archeological Technician II	15.46
29025 - Archeological Technician III	17.42
29030 - Cartographic Technician	19.67
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.89
29040 - Civil Engineering Technician	17.46
29061 - Drafter I	12.97
29062 - Drafter II	14.60
29063 - Drafter III	16.21
29064 - Drafter IV	18.39
29081 - Engineering Technician I	16.89
29082 - Engineering Technician II	17.47
29083 - Engineering Technician III	19.63
29084 - Engineering Technician IV	23.94
29085 - Engineering Technician V	29.28
29086 - Engineering Technician VI	35.43
29090 - Environmental Technician	17.51
29100 - Flight Simulator/Instructor (Pilot)	25.87
29160 - Instructor	21.07
29210 - Laboratory Technician	16.90
29240 - Mathematical Technician	18.39
29361 - Paralegal/Legal Assistant I	15.00
29362 - Paralegal/Legal Assistant II	17.50
29363 - Paralegal/Legal Assistant III	21.40
29364 - Paralegal/Legal Assistant IV	25.87
29390 - Photooptics Technician	18.39
29480 - Technical Writer	25.20
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	16.46
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.41
29622 - Weather Observer, Upper Air (3)	14.41
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.77
31260 - Parking and Lot Attendant	10.21
31290 - Shuttle Bus Driver	14.25
31300 - Taxi Driver	12.60
31361 - Truckdriver, Light Truck	13.14
31362 - Truckdriver, Medium Truck	13.77
31363 - Truckdriver, Heavy Truck	14.70
31364 - Truckdriver, Tractor-Trailer	14.70
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.12
99030 - Cashier	7.74
99041 - Carnival Equipment Operator	11.06

99042 - Carnival Equipment Repairer	11.41
99043 - Carnival Worker	8.84
99050 - Desk Clerk	8.22
99095 - Embalmer	19.38
99300 - Lifeguard	10.19
99310 - Mortician	19.38
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.60
99500 - Recreation Specialist	11.39
99510 - Recycling Worker	12.37
99610 - Sales Clerk	10.82
99620 - School Crossing Guard (Crosswalk Attendant)	9.03
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	18.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.83
99660 - Surveying Aide	11.87
99690 - Swimming Pool Operator	12.66
99720 - Vending Machine Attendant	11.12
99730 - Vending Machine Repairer	12.66
99740 - Vending Machine Repairer Helper	11.12

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on

sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process:



The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## 52.000-4020 FIRE PREVENTION

The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association in the National Fire Code and other recognized fire prevention agencies and post regulations.

## 52.0000-4202 PRO-NET BENEFITS

All contractors are requested to utilize the PRO-Net program to assist them in obtaining resources to meet their contractual requirements. PRO-Net is an electronic gateway of procurement information - for and about small business. It is a search engine for contracting officers, a marketing tool for small firms and a "link" to procurement opportunities and important information. It is designed to be a "virtual" one-stop-procurement-shop.

PRO-Net is an Internet-based database of information on small, disadvantaged, 8(a) and women-owned business. It is FREE to federal and state government agencies as well as prime and other contractors seeking small business contractors, subcontractors and/or partnership opportunities. As an electronic gateway, PRO-Net provides access and is linked to the Commerce Business Daily (CBD), federal and state agency homepages and other sources of procurement opportunities. The SBA home page address is [www.sba.gov](http://www.sba.gov). The PRO-Net address is [pro-net.sba.gov](http://pro-net.sba.gov).  
(End of provision)

## 52.0000-4217 EMERGENCY MEDICAL TREATMENT

In accordance with AR 40-3, emergency medical treatment for Contractor's employees will be provided by Irwin Army Community Hospital in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of the emergency and appropriate action will be taken to discharge or transfer patients as soon as the emergency period ends. Charges to the Contractor for stated medical care will be at the prevailing inpatient or outpatient rate, whichever is applicable.

## Section H - Special Contract Requirements

MANDATORY REPORTING**MANDATORY IMPORTANT INFORMATION**

"The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. **The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>**

**The required information includes:**

1. Contractor, Requiring Activity, PARC, CO, COR/COTR  
(Note: Select Contractor as your profile)
2. Contract number, including task and delivery order number
3. Beginning and ending dates covered by reporting period
4. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data
5. Estimated direct labor hours (including sub-contractors)
6. Estimated direct labor dollars paid this reporting period (including sub-contractors)
7. Total payments (including sub-contractors)
8. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different)
9. Estimated data collection cost
10. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information)
11. Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website)
12. Presence of deployment or contingency contract language
13. Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. **Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.** Contractors may use a direct Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JAN 2005
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.253-1	Computer Generated Forms	JAN 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5)

solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_ (ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_ (iii) Alternate II to (JUNE 2003) 52.219-5.

**xx** (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

**xx** (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

**xx** (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

**xx** (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).



- \_\_\_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- [xx](#) (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [xx](#) (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- [xx](#) (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- [xx](#) (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- [xx](#) (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \_\_\_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- [xx](#) (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- \_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

**xx**\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **April 14, 2005** through **November 1, 2006**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$100,000.00**;

(2) Any order for a combination of items in excess of **\$50,000.00**; or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **10** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **November 30, 2006**.

(End of clause)

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2005. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2005, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TECHNICAL EXHIBITS

**Technical Exhibit (TE) 1**

Items of furniture to be moved includes, but is not limited to the following

**Technical Exhibit (TE) 2**

Building#, Type, Estimated Dates of Move-Out & Move-In, and Quantities

**Technical Exhibit (TE) 3**

Estimated Quantities of furniture by Building# and Type

**Technical Exhibit (TE) 4**

Furniture Bid Schedule

## Section K - Representations, Certifications and Other Statements of Offerors

NOTES**NOTES TO BID SCHEDULE****This section must be filled out and returned with quote.**

Preferred method of payment is by Government Commercial Purchase Card (VISA) although **not mandatory**.

**SELECTION OF PAYMENT**

Contractor **does/does not** accept payment by Government Commercial Purchase Card (VISA).

☐ **YES.** *(Contractor accepts the Government Commercial Purchase Card (VISA) as the method of payment)*

(i) The use of the Government Commercial Purchase Card will result in no additional charges above the pricing indicated on the bid schedule.

(ii) See FAR Clause 52.0000-4039 Mandatory Payment by credit card for submission of invoices. All invoices shall be submitted electronically to [docinvoices@riley.army.mil](mailto:docinvoices@riley.army.mil) or faxed to appropriate Contract Specialist or Administrator if offeror does not have e-mail capability. The fax number is (785) 239-8978 or 6743. The contractor will be notified telephonically by the Government within 5 working days from receipt of receiving report (proof of delivery or service completed) from the activity with respect to payment.

☐ **NO.** *(Contractor does not accept the Government Purchase Card (VISA) and payment will be by Electronic Fund Transfer (EFT))* See FAR Clause 52.232-33.

**PAYMENT DISCOUNTS**

Contractor **does/does not** agree to a discount offered to the Government for prompt payment. See FAR Clause 52.212-4 (i) Payment, for discount payment information. Make the appropriate selection below.

☐ **YES** *(Contractor agrees to offer the Government a prompt payment discount of \_\_\_\_\_% for \_\_\_\_\_ days, Net 30. This discount will be deducted from total invoice price if payment is made within discount period)*

☐ **NO** *(Contractor does not agree to offer the Government any discounts for prompt payment)*

DUNS: \_\_\_\_\_ TAX ID: \_\_\_\_\_ GSA#: \_\_\_\_\_

(If applicable)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4023 PRE-AWARD INFORMATION

The Government reserves the right, prior to making an award, to conduct a pre-award survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The pre-award survey may include, but will not necessarily be limited to the following factors:

- (1) Financial Resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirement to receive and award of a contract.
- (6) A on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A Pre-Award survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references , for work the same as or similar to the work set forth in this solicitation, and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

## Three Performance References:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Amount: \_\_\_\_\_

Description: \_\_\_\_\_

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## Financial Reference:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

POC: \_\_\_\_\_

Phone: \_\_\_\_\_

Account Number: \_\_\_\_\_

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 484210 (insert NAICS code).

(2) The small business size standard is \$21.5M (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm-Fixed Price (FFP)** contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**Army Contracting Agency  
Directorate of Contracting  
802 Marshall Loop  
Fort Riley, KS 66442**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)  
[or farsite.hill.af.mil](http://or.farsite.hill.af.mil)

(End of provision)

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions. As used in this clause

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

5152.233-9000 Army Contracting Agency Executive Level Agency Protest Program. (APR 2004)

(a) This contract is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the General Accounting Office (GAO) or other external forum. After an interested party files an ELAP protest on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP protest, the ACA, ELAP protest will be dismissed. A party wishing to file an agency protest may either file a normal agency protest where the resolution is made at the contracting officer's level; or, in the alternative, file an ELAP protest, where resolution is made at HQ, ACA.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such Executive-Level Agency protests are limited to objections to any of the following:

(1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.

(2) The cancellation of the solicitation or other request.

(3) An award or proposed award of the contract.

(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) *Voluntary Automatic Stay*. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an “automatic stay” and it mirrors the stay required under a timely post-award protest to the General Accounting Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c) (a “Competition in Contracting Act (CICA) Stay”). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay “override.”

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency’s protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The ACA voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the ELAP Program. Should the interested party disagree with the ACA’s resolution of an ELAP protest, it may utilize another protest forum without prejudice. The ELAP Voluntary Automatic Stay extends the protester’s right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester’s initially filing its protest as an ELAP instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the ELAP decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an ELAP protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this clause adversely affects an interested party’s rights to protest a contract action to the GAO, or to seek other relief related to the action.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this clause for resolution of protests, or, with the ACA Chief Counsel at HQ, ACA at, 5109 Leesburg Pike, Suite 302, Falls Church, VA 22041-3201.

(e) For the purpose of filing an ELAP protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The ACA Chief Counsel is the ELAP Protest Decision Authority.

(f) An ELAP protest must include the protester's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of contracting officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an ACA Executive-Level Agency Protest.

(g) Executive-Level Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**ACA Directorate of Contracting**  
**ATTN: Julie A. Bowell**  
**802 Marshall Loop**  
**Fort Riley, KS 66442**

Section M - Evaluation Factors for Award

RESPONSIBLE QUOTER

A multiple award may be made to the responsible quoter submitting the lowest responsive quote in accordance with the requirements and provisions herein.